

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EVEREST INDEMNITY
INSURANCE COMPANY

v.

VALLEY FORGE, INC.

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CIVIL ACTION

NO. 15-593

ORDER

AND NOW, this 15th day of October, 2015, upon consideration of the cross-motions for summary judgment filed by plaintiff Everest Indemnity Insurance Company (docket entry #13) and defendant Valley Forge, Inc. (docket entry #12), and for the reasons stated in the foregoing Memorandum, it is hereby ORDERED that:

1. Plaintiff Everest Indemnity Insurance Company's motion for summary judgment on the duty to defend issue is GRANTED;

2. Defendant Valley Forge, Inc.'s motion for summary judgment on the duty to defend issue is DENIED;

3. Summary judgment is GRANTED sua sponte in favor of Everest Indemnity Insurance Company on the duty to indemnify issue;

4. Summary judgment is GRANTED sua sponte in favor of Everest Indemnity Insurance Company on the breach of contract and bad faith counterclaims brought by Valley Forge, Inc.;

5. The Court DECLARES that pursuant to Everest Indemnity Insurance Company's Commercial General Liability Policy bearing number EF4ML02378-121, the insurer has no duty to defend or indemnify Valley Forge, Inc. in the Underlying Action brought by the Commonwealth of Pennsylvania against Valley Forge, Inc.; and

6. The Clerk of Court shall CLOSE this case statistically.

BY THE COURT:

/s/ Stewart Dalzell, J.
Stewart Dalzell, J.